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Attorney for Movant  
MIDFIRST BANK, ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

In re:  
ROSE LYNN ACOSTA,

CASE NO.: 12-46576-RLE-13  
CHAPTER: 13  
R.S. NO.: EAT-1465

STIPULATION RE: ADEQUATE  
PROTECTION PAYMENTS  
*[PROPERTY ADDRESS: 10 15<sup>TH</sup> STREET  
RICHMOND, CA 94801]*

Debtor.

**CONTINUED HEARING**

DATE: January 22, 2014  
TIME: 1:30 p.m.  
PLACE: U.S. Bankruptcy Court  
Courtroom 201, 2<sup>nd</sup> Floor  
1300 Clay Street  
Oakland, California

IT IS HEREBY STIPULATED by and between creditor MIDFIRST BANK, (“Movant”), through its attorneys of record, and debtor ROSE LYNN ACOSTA SMITH (“Debtor”), through her attorneys of record, as follows:

1. Until Movant makes a decision in writing on the Debtor's loan modification application, the Debtor shall make her regular monthly payments in the amount of \$3,032.49 commencing January

1 01, 2014. The amount of these payments may be subject to change under the terms of the parties'  
2 original agreement. All payments due Movant hereunder must be paid to Movant at the following  
3 address: **Midfirst Bank, 999 NW Grand Boulevard, Suite 110, Oklahoma City, OK 73118.**

4 2. If any payment is not timely received, Movant shall serve written notice upon the  
5 Debtor's attorney (by facsimile), allowing the Debtor fourteen (14) calendar days from the date of  
6 service to cure the default. If Movant does not receive the amount in default before the expiration of  
7 said fourteen-day period, Movant may submit a declaration re: breach of condition and a proposed relief  
8 order to the Court.

10 3. If Debtor's loan modification application is denied, Movant may restore its Motion for  
11 Relief from the Automatic Stay to the court's calendar after fourteen (14) days written notice to all  
12 appropriate parties.

14 4. The foregoing terms and conditions shall be binding only during the pendency of this  
15 bankruptcy case. If, at any time, the stay is terminated by court order or by operation of law, the  
16 foregoing terms and conditions shall cease to be binding and Movant may proceed to enforce its  
17 remedies under applicable non-bankruptcy law.

19 PREPARED AND SUBMITTED BY:  
20 BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP

21 /s/ Gerald S. Kim  
22 GERALD S. KIM, ESQ.  
Attorneys for Movant

Dated: January 9, 2014

24 APPROVED AS TO FORM AND CONTENT:  
25 LAW OFFICES OF PATRICK L. FORTE

26 /s/ Patrick L. Forte  
27 PATRICK L. FORTE, ESQ.  
Attorneys for Debtor

Dated: January 09, 2014